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# **BIDDING DOCUMENTS**

**For**

**NATIONAL COMPETITIVE BIDDING**

**Pakistan**

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## **PROCUREMENT OF STOCK PILES FOR DISTRICTS MANSEHRA & MUZAFFARABAD**

**Under  
Disaster Risk Management (DRM)  
Programme**

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### **PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form

**March 2009**

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## **Part Two**

### **Section I. Invitation for Bids**

## Invitation for Bids

Date:           2009IFB No: 02

The Earthquake Reconstruction & Rehabilitation Authority (ERRA), Islamabad invites sealed bids (with duties/taxes such as income, sales & customs) from eligible bidders who must be registered with the Income & Sales Tax Departments for the supply of brand new and un-used emergency relief and response items at Mansehra and Muzaffarabad.

2. Interested eligible bidders may download the detailed list of items with specification and terms & conditions from websites of ERRA ([www.erra.gov.pk](http://www.erra.gov.pk)) and PPRA ([www.ppra.gov.pk](http://www.ppra.gov.pk)).

3. A complete set of bidding documents may be obtained by interested bidders on the submission of a written application to Mr. Ejaz Karim, DRR Expert, ERRA (Email: [karim@erra.gov.pk](mailto:karim@erra.gov.pk)).

4. Tenders must be supported with 2% earnest money of the total quoted bid value (Refundable) in shape of Bank Draft in favour of Deputy Director (Proc – II), Earthquake Reconstruction & Rehabilitation Authority, Islamabad. In case of non-provision or in-sufficient earnest money, the bid(s) will not be considered.

5. Bids must be delivered to the above office on or before 1000 hours on 27-04-2009. Bids will be opened in the presence of bidders or their authorized representatives who choose to attend at 1100 hours on 27-04-2009 at the office of Deputy Director (Procurement-II), ERRA Head office, Muree Road, Islamabad, Ph: 051-9030939

6. The bidders are requested to give their best and final prices as no negotiations are allowed. The bidders are eligible to bid for the complete package or for a single item. Bids containing overwriting or incomplete in terms of documentations as requested in bidding documents will not be accepted.

7. As provided in the Bidding Documents, bidder(s) engaged in corrupt or fraudulent practices (including collusion / polling) will be declared ineligible either indefinitely or for a stated period of time.

8. The authority reserves the right to accept or reject, cancel whole of the tender or part thereof of any bid without assigning any reason to the bidder(s). However, the Authority shall upon request communicate to any supplier or contractor who submitted a bid, the grounds for its rejection of all bids, but is not required to justify those grounds. The terms & conditions of the tender have been duly spelled in the Bidding Documents.

Sd/-

**(Muhammad Jamil)**

Deputy Director (Procurement-II)  
ERRA Head office, Muree Road, Islamabad  
Ph: 051-9030939

## **Section II.**

### **Bid Data Sheet**

## Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>		
<b>ITB 1.1</b>	Name of Borrower	Earthquake Reconstruction & Rehabilitation Authority, Government of Pakistan.
<b>ITB 1.1</b>	Name of Project	Disaster Risk Management Programme
<b>ITB 1.1</b>	Name of Contract	Procurement of Stockpiles at District Level
<b>ITB 4.1</b>	Name of Purchaser	Earthquake Reconstruction & Rehabilitation Authority, Government of Pakistan.
<b>ITB 6.1</b>	Purchaser's Address	Deputy Director (Procurement-II), ERRA Head office, Muree Road, Islamabad, Ph: 051-9030939
<b>ITB 8.1</b>	Language of the Bid	English

<b>Bid Price and Currency</b>		
<b>ITB 11.2</b>	The price quoted shall be	DDP in Pak Rupees.
<b>ITB 11.5</b>	The price shall be	Fixed and must include the General Sales Tax (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties.

<b>Preparation and Submission of Bids</b>		
<b>ITB 13.3 (d)</b>	<b>Qualification requirements.</b>	<ol style="list-style-type: none"> <li>1. The bidder must have at least five years of experience in manufacturing or supplying of similar items as requisitioned in the bid.</li> <li>2. The bidder must submit manufactures / supplier authorization on the format provided in Section VI of the bidding documents with his bid for all the equipments. Since un-branded equipments have no authorization, therefore, specified authorizations having</li> </ol>

		<p>brands therein must be accompanied.</p> <ol style="list-style-type: none"> <li>3. The bidder must submit National Tax No., Sales Tax No. Certificates &amp; Income Tax clearance certificate on the last income Tax returns.</li> <li>4. If an agent submits bid on behalf of more than one manufacturer, unless a separate Bid Form for each bid, and a bid security, when required, for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive.</li> <li>5. Tenders are required to be supported with a Bank Draft / Pay Order / Call Deposit not less than 2% of the total bid value (refundable) as earnest money from any schedule Bank of Pakistan. The tenders found deficient of the earnest money compared to total bid value will not be considered. No personal cheques will be acceptable at any cost. The previous earnest money will not be considered or carried forward. The earnest money will not be entertained/calculated on itemized basis.</li> <li>6. Price offered for any item should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected.</li> <li>7. The tenderer has to quote only one rate for each item as per tender specification. No alternate model or separate accessories will be accepted and only first offer will be considered.</li> </ol>
<b>ITB 15.1</b>	Amount of bid security	2% of the total quoted bid value.
<b>ITB 16.1</b>	Bid validity period.	30 <sup>th</sup> June 2009
<b>ITB 17.1</b>	Number of copies.	One original & One additional Copy.
<b>ITB 18.2 (a)</b>	Address for bid submission.	Deputy Director (Procurement-II), ERRA Head office, Muree Road, Islamabad, Ph: 051-9030939
<b>ITB 18.2 (b)</b>	IFB title and number.	IFB Title: Procurement of Stockpiles at District Level & IFB. No. 02.
<b>ITB 19.1</b>	Deadline for bid submission.	1000 hours on 30 <sup>th</sup> April 2009 (date to be inserted)
<b>ITB 22.1</b>	Time, date, and place	1100 hours on 30 <sup>th</sup> April 2009 in the office of the

	for bid opening.	Deputy Director (Procurement-II), ERRRA Head office, Muree Road, Islamabad, Ph: 051-9030939
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**Bid Evaluation**

<b>ITB 25.3</b>	Criteria for bid evaluation.	Delivered Duty Paid Price Only.
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**Contract Award**

<b>ITB 29.1</b>	Percentage for quantity increase or decrease	15% as per Purchaser requirements.
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## **Section III.**

### **Special Conditions of Contract**

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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—**The Purchaser is:** Deputy Director (Procurement-II), ERRA Head office, Muree Road, Islamabad, Ph: 051-9030939

GCC 1.1 (h)—**The Purchaser's country is:** Islamic Republic of Pakistan.

GCC 1.1 (j)—**The Project Site is:** Earthquake Reconstruction & Rehabilitation Authority, Islamabad.

### 2. Country of Origin (GCC Clause 3)

All countries and territories as per laws of the Islamic Republic of Pakistan.

### 3. Performance Security (GCC Clause 7)

GCC 7.1—2% of bid money will be retained as performance security against warranty, where so required.

GCC 7.4—After delivery and acceptance of the supplies, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.1—**Inspection and tests prior to shipment of Goods and at final acceptance are as follows:** The Purchaser or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

### 5. Packing (GCC Clause 9)

GCC 9.3 – The following SCC shall supplement GCC Clause 9.2: The bidder shall deliver the supplies at the destination in scratch less condition with all the manufacturer supplied accessories.

### 6. Delivery and Documents (GCC Clause 10)

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of supplies, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Vehicles description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document, a road consignment note, or a multimode transport document, which the buyer may require to take the supplies.
- (iii) insurance certificate;
- (iv) Manufacturer's or Supplier's warranty certificate;
- (v) Inspection report issued by the nominated inspection agency and the supplier's factory inspection report.
- (vi) Certificate of origin.

The supplier will be responsible for pre-requisition installation and pre-installation work, if required after inspection, free of cost. Moreover, technical training to engineer(s)/end user(s) from factory trained engineers will be provided by the firm free of cost, if desired.

#### **7. Insurance (GCC Clause 11)**

GCC 11.1— The supplies made under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

#### **10. Warranty (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period of the supplied goods shall be 12 (Twelve) months from date of acceptance of the supplies, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**or**

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price

GCC 15.4 & 15.5—**The period for correction of defects in the warranty period is 30 (Thirty) days.**

#### **11. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- (i) **On Acceptance: Hundred (100)** percent of the Contract Price of the supplies delivered and received shall be paid within Forty Five (45) days of submission of claim supported by the acceptance certificate issued by the purchaser.

**12. Prices (GCC Clause 17)**

GCC 17.1—**Prices shall be:** Fixed.

**13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—**Applicable rate:** Applicable rates shall not exceed one half (0.5) % per week and the maximum shall not exceed 5 % of the contract price.

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—**The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:**

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—**The Governing Language shall be:** English.

**16. Applicable Law (GCC Clause 30)**

GCC 30.1—**The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:**

- i) The Employment of Children (ECA) Act 1991
- ii) The Bonded Labour System (Abolition) Act of 1992
- iii) The Factories Act 1934
- iii) Other relevant rules and laws.

The Secretary, Ministry of Law, Justice and Human Rights or his nominees shall act as the sole arbitrator. The courts of Islamabad shall have exclusive jurisdiction

## **Section IV.**

### **Schedule of Requirements**

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date, which is the date of delivery, required.

Number	Description & Quantity	Delivery schedule & Location
1	As per details in Technical Specifications	Within fifteen days from the date of award of contract on the locations as identified in the notification of award of contract. The probable locations are Districts Manshra & Muzaffarabad.

## **Section V.**






### **Technical Specifications**







## Technical Specifications with Quantities & Specifications (Annex – I)






S. #	Items	Unit Qty MUZAFFAR ABAD	Unit Qty MANSEHRA	Total Quantity
1	<b>Chain Saw</b> (motor) small compact type with box	1	1	2
2	<b>Chain Pulley</b> Triple Spur Gear (.5 to 10 Tons)	1	1	2
3	<b>Concrete disc cutter</b> with box HITACHI DISC CUTTER CM12Y 110 VOLT Hitachi professional Disc Cutter for on site use to cut concrete and metal, with the following features: - Electronic soft start. - 100 mm depth of cut. - Spindle Lock. - Dust collection port. - Dual size disc arbor. Specifications: Power Input. 2,400 Watts No-Load Speed. 5,000/ min. Wheel Diameter. 305 mm. Arbor. 20/22 mm. Max. Cutting Depth. 100 mm. Voltage. 110 Volt Weight. 11.5 Kg. Standard Accessories: Dust Collection Adaptor, Spanner, Protective Goggles	1	1	2
4	<b>Hilti with breaking chisels (concrete drill)</b> Rated input-1600 W Rated input-1600 W Weight-19.6 lb Voltage 120 V Nominal Current 15 A Mains frequency 50-60 Hz rotary hammers and combi hammers, Chisels for a variety of breaking applications.	1	1	2
5	<b>Portable Rebar cutter</b> (voltage:110-240V, Frequency:50-60 HZ, Input-1050 W, Maximum cutting capacity: 4-25mm)	2	2	4
6	<b>Rappel Kit</b> (capacity 425 to 500 ft. size 30 x 14 in.	1	1	2
7	<b>Hack Saw Blade</b> (cutting pipes and iron bars)	2	2	4
8	<b>Electric Cutter</b> (4800RPM, 9inch disc size)	2	2	4
9	<b>Snake Eye Camera</b> 1)Visual probe-- coloured 2)-Thermal Imagine Camera	1	1	2
10	<b>CO2 Detector</b> for locating trapped victims	1	1	2
11	<b>Vibraphone ASB 8a</b> (Sound location unit-seismic acoustic)	1	1	2
12	<b>Bolt Cutter</b> jaws manufactured from heat-treated, hardened alloy steel, Handle design and handle grips lend to controlled cutting action	2	2	4
13	<b>D-Rings (Carabineer)</b> Gate Opening: 18 mm Weight: 47 g, 1.66 oz (Aluminum- made in Italy, USA or Germany)	5	5	10
14	<b>Jummer</b> ((Aluminum- made in Italy, USA or Germany))	5	5	10
15	<b>Main Ropes</b> (climbing rope-13 mm in diameter and 65 meters in length, made in USA, France, Italy, or Germany)	2	2	4
16	<b>Halogen lights</b> Product Name: Metal Halogen , Features: 1) Rating: 400W, 220 - 240V/50Hz 2) Die cast aluminum casing 3) IP65 4) Dimensions: 300 x 410 x 145mm 5) For outdoor lighting	2	2	4
17	<b>Prussic Rope</b> (climbing -5mm in diameter and 30 meters in length, made in USA, France, Italy, or Germany))	1	1	2
18	<b>Safety Ropes</b> (climbing use in -9 mm in diameter and 65 meters in length, made in USA, France, Italy, or Germany)	2	2	4
19	<b>Seat Harness</b> Weight 1.5 to 2 Kgs, large size Seat Harness incorporate the features and improvements of the One-Piece model in a sit harness design. Side D-Rings for work positioning add to the flexibility	5	5	10

20	<b>Z-Pulley</b> Large aluminum alloy single pulley with moveable flanges. Aluminum alloy wheel is fixed with pin and rolls on brass bearings. For ropes up to 16mm made in Italy, USA or Germany)	3	3	6
21	<b>Figure of eight</b> useable for Rope MM: 8-13 mm Weight: Standard 106 g (Aluminum alloy- made in Italy, USA or Germany)	5	5	10
22	<b>Trolley Jack</b> Capacity: 3ton Maximum Saddle Height: 504mm Length: 690mm Weight: 37kg	2	3	5
23	Helmets	15	15	30
24	Lightweight 1000W Generator	1	1	2
25	Water Tanks Fiber Glass (1800 liters)	10	10	20
26	Hammers (12 pound)	5	5	10
27	1 Inch Life rope (65 Meters)	2	2	4
28	Safety Goggles	15	15	30
29	Leather Gloves for Rope Work (Pairs)	15	15	30
30	Gloves - Workers	800	1200	2000
31	Plastic Roll for Cordoning Tap	150	200	350
32	Tents 6-8 Persons (Mess tent)	1	1	2
33	Large hand held torches (Water & Rust Resistant)	15	15	30
34	Headlights	15	15	30
35	Knives for kitchen	300	500	800
36	First Aid Box 23' with Contents	25	50	75
37	Ladder (18feet-Aluminum made)	3	5	8

Note: Few required items have been defined for clarity with pictures, hereunder.

S.#	Items	Sample
1	<b>Chain Saw</b> (motor) small compact type with box	
2	<b>Chain Pulley</b> Triple Spur Gear (.5 to 10 Tons)	
3	<p><b>Concrete disc cutter</b>            With box HITACHI DISC CUTTER CM12Y 110 VOLT Hitachi professional Disc Cutter for on site use to cut concrete and metal, with the following features: - Electronic soft start. - 100 mm depth of cut. - Spindle Lock. - Dust collection port. - Dual size disc arbor.            Specifications: Power Input. 2,400 Watts No-Load Speed. 5,000/ min. Wheel Diameter. 305 mm. Arbor. 20/22 mm. Max. Cutting Depth. 100 mm. Voltage. 110 Volt Weight. 11.5 Kg. Standard Accessories: Dust Collection Adaptor, Spanner, Protective Goggles</p>	
4	<p><b>Hilti with breaking chisels (concrete drill)</b>            Rated input-1600 W            Rated input-1600 W            Weight-19.6 lb            Voltage 120 V            Nominal Current 15 A            Mains frequency 50-60 Hz            rotary hammers and combi hammers , Chisels for a variety of breaking applications.</p>	
5	<b>Portable Rebar cutter</b> (voltage:110-240V, Frequency:50-60 HZ, Input-1050 W, Maximum cutting capacity: 4-25mm)	

6	<b>Rappel Kit</b> (capacity 425 to 500 ft. size 30 x 14 in.	
7	<b>Hack Saw Blade</b> (cutting pipes and iron bars)	
8	<b>Electric Cutter</b> (4800RPM, 9inch disc size)	
9	<b>Snake Eye Camera</b> 1)Visual probe-- coloured 2)-Thermal Imagine Camera	
10	<b>CO2 Detector</b> for locating trapped victims	
11	<b>Vibraphone ASB 8a</b> (Sound location unit-seismic acoustic)	
12	<b>Bolt Cutter</b> jaws manufactured from heat-treated, hardened alloy steel, Handle design and handle grips lend to controlled cutting action	
13	<b>D-Rings (Carabineer)</b> Gate Opening: 18 mm Weight: 47 g, 1.66 oz (Aluminum- made in Italy, USA or Germany)	
14	<b>Jummer</b> ((Aluminum- made in Italy, USA or Germany))	

15	<p><b>Main Ropes</b> (climbing rope-13 mm in diameter and 65 meters in length, made in USA, France, Italy, or germany)</p>	
16	<p><b>Halogen lights</b> Product Name: Metal Halogen , Features: 1) Rating: 400W, 220 - 240V/50Hz 2) Die cast aluminum casing 3) IP65 4) Dimensions: 300 x 410 x 145mm 5) For outdoor lighting</p>	
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18	<p><b>Safety Ropes</b>(climbing use in -9 mm in diameter and 65 meters in length, made in USA, France, Italy, or Germany))</p>	
19	<p><b>Seat Harness</b> Weight 1.5 to 2 Kgs, large size Seat Harness incorporate the features and improvements of the One-Piece model in a sit harness design. Side D-Rings for work positioning add to the flexibility</p>	

20	<p><b>Z-Pulley</b> Large aluminum alloy single pulley with moveable flanges. Aluminum alloy wheel is fixed with pin and rolls on brass bearings. For ropes up to 16mm made in Italy, USA or Germany)</p>	
21	<p><b>Figure of eight</b> useable for Rope MM: 8-13 mm Weight: Standard 106 g (Aluminum alloy- made in Italy, USA or Germany)</p>	
22	<p><b>Trolley Jack</b> Capacity: 3ton Maximum Saddle Height: 504mm Length: 690mm Weight: 37kg</p>	

## Section VI. Sample Forms

## Sample Forms

1. <i>BID FORM AND PRICE SCHEDULES</i> .....	25
2. <i>CONTRACT FORM</i> .....	27
3. <i>PERFORMANCE SECURITY FORM</i> .....	28
4. <i>MANUFACTURER'S AUTHORIZATION FORM</i> .....	29

## 1. Bid Form and Price Schedules

Date: \_\_\_\_\_  
IFB N<sup>o</sup>: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

### Price Schedule in Pak. Rupees

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_. Page \_ of \_\_\_\_.

S.No	Detail of items	Estimated Quantity required	Unit Rate (without taxes)	Unit Rate (with all applicable taxes)	Rate of total quantity
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Name of Bidder / Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

## 2. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2009 \_\_\_\_\_ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

### 3. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 2009\_\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2009\_\_\_\_\_.

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## 6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## Section VII. Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement

### Public Information Center

#### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In accordance with paragraph 1.8, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a country or goods manufacturers in a country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or works required, or

Para 1.8 (a) (ii): by an Act of compliance with a Decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to persons or entities in that country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding

(a) With reference to Paragraph 1.8 (a) (i) of the Guidelines:

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(b) With reference to Paragraph 1.8 (a) (ii) of the Guidelines:

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